



**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING
REJECTION OVER A PRIOR PATENT**

Docket Number (Optional)
W9305-06

In re Application of: **PRYOR et al.**

Application No.: **10/615,998**

Filed: **July 9, 2003**

For: **Silica Adsorbent on Magnetic Substrate**

The owner, **W. R. Grace & Co.-Conn.**, of **100** percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Patent No. **6,296,937**. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are enforceable and commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check either box 1 or 2 below, if appropriate.

1. ☐ For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2. ☒ The undersigned is an attorney or agent of record.

William D. Bunch July 12, 2004
Signature Date

William D. Bunch, Reg. No. 35,027

- ☐ Terminal Disclaimer fee under 37 CFR 1.20(d) included.

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*Statement under 37 CFR 3.73(b) is required if terminal disclaimer is signed by the assignee (owner).
Form PTO/SB/96 may be used for making this certification. See MPEP §324.



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OCTOBER 09, 2001

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W.R. GRACE & CO.-COMM.
CHARLES A. CROSS
PATENT DEPARTMENT
7500 GRACE DRIVE
COLUMBIA, MARYLAND 21044



101803553A
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PATENT DEPT

OCT 15 2001

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

109305-04

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/01/2001

REEL/FRAME: 012039/0113
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
PRYOR, JAMES NEIL

DOC DATE: 08/04/1999

ASSIGNOR:
CRUMP, LINDA LEE

DOC DATE: 08/04/1999

ASSIGNEE:
W.R GRACE & CO-COMM.
7500 GRACE DRIVE
COLUMBIA, MARYLAND 21044

SERIAL NUMBER: 09756149
PATENT NUMBER: 6296937

FILING DATE: 01/08/2001
ISSUE DATE: 10/02/2001

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

08-08-2001



To the Honorable Director of Patent

1. Name of conveying party(ies):

James Neil Pryor

Linda Lee Crump

8-1-07

101803553

original documents or copy thereof.

Address of receiving party(ies):

Name: W. R. Grace & Co.-Conn.

Internal Address:

Additional name(s) of conveying party(ies) attached? Yes ☐No ☒

3. Nature of Conveyance:

☒ Assignment ☐ Merger ☐ Security Agreement☐ Change of Name ☐ Other: _____Execution Date: August 4, 1999

Street Address: 7500 Grace Drive

City: Columbia

State: Maryland

Zip Code: 21044

Additional name(s) & address(es) attached? ☐ Yes ☒ No4. Application Number(s) or Patent Number(s): If this document is being filed together with a new application, the execution date of this application is: 1

A. Patent Application No.(s): 09/756,149

B. Patent No.(s):

Additional Numbers Attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Charles A. Cross

Internal Address: Patent Department
W. R. Grace & Co.-Conn.

Street Address: 7500 Grace Drive

City: Columbia

State: Maryland

Zip Code: 21044

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41): \$40.00

☒ Authorized to be charged to Deposit Account8. Deposit Account Number: 07-1770

(Duplicate copy of this sheet is attached.)

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Charles A. Cross

Name of Person Signing

Signature

July 31, 2001

Date

Total Number of Pages, including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

Director of Patents & Trademarks, Box Assignments
Washington, D. C. 20231

08/07/2001 6T0H11 00000094 071770 09756149

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GLOBAL GENERAL ASSIGNMENT


WHEREAS I/we, the undersigned inventor(s) herewith declare that I am the sole inventor/we are the joint inventors and I/we have made a certain invention as set forth in a patent application (including industrial designs and utility models) entitled **In-Channel Marketing and Product Testing System**, Attorney's Docket No. **8552** and filed in the **United States** Patent Office as Number **09/874,853**, on **June 5, 2001** (the hereinafter named assignee being authorized to insert said Number and filing date when ascertained):

Larry James HUGHES of Cincinnati, County of **Hamilton**, State of **Ohio**; and
Chang (nmn) GAO of Cincinnati, County of **Hamilton**, State of **Ohio**.

I/We made said invention set forth in said patent application while employed by, or otherwise under an obligation to assign said invention to The Procter & Gamble Company or one of its Affiliates (including, Procter & Gamble Asia Pacific Ltd.; Procter & Gamble Australia Pty. Ltd.; Procter & Gamble Technology (Beijing) Co., Ltd.; Procter & Gamble Far East, Inc.; Procter & Gamble Hong Kong Ltd.; Procter & Gamble India, Ltd.; Procter & Gamble Indonesia; Procter & Gamble Korea, Inc.; Procter & Gamble Malaysia Sdn. Bhd.; Procter & Gamble Philippines, Inc.; Procter & Gamble Taiwan Ltd; Procter & Gamble Manufacturing (Thailand) Ltd.; Procter & Gamble (Guangzhou) Ltd.; Procter & Gamble de Mexico; and Procter & Gamble de Venezuela) and acknowledge my/our obligation at the time the invention was made to assign said invention to The Procter & Gamble Company or the Affiliate, respectively. Pursuant to said obligation and (in the case of employment by or obligation to the Affiliate) at the request of the Affiliate, I/we assign to The Procter & Gamble Company, its legal representatives, successors and assigns, the entire right, title and interest (including the right to claim priority of the filing date of said patent application under international conventions) in said invention as set forth in said patent application, and in all patents of the United States and of any other country which may be issued for said invention, as fully and completely as the same would have been held by me/us had this assignment not been made. The entire right, title and interest shall vest irrevocably in The Procter & Gamble Company. I/We further agree upon request, without additional compensation but at no expense to me/us, to execute or assent to applications, and to execute all other legal documents as may be necessary or desirable to vest the enjoyment of the rights assigned to The Procter & Gamble Company, its legal representatives, successors and assigns, or as said Company may direct.

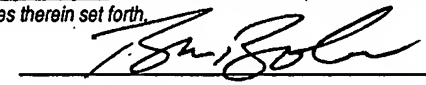
I/We request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention herein assigned and as set forth in U. S. Application Serial Number **09/874,853** (the hereinafter named assignee being authorized to insert said U.S. Serial Number when ascertained) to The Procter & Gamble Company, its legal representatives, successors or assigns, as the sole owner of the entire right, title, and interest in said patent and the invention and the invention covered thereby.

The ASSIGNMENT of said invention is effective as of the earlier of 1) the date of execution shown below or 2) the filing date of said patent application.


LARRY JAMES HUGHES
 State of **OHIO**
 County of **Hamilton** } SS

July 16, 2001
 Date

On this 16 day of July, 2001, before me personally appeared Larry J. Hughes, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.


 Notary Public
BRIAN M. BOLAM - Attorney at Law
 Notary Public, State of Ohio
 My Commission has no expiration date.
 Section 147.03

CHANG GAO
 State of Ohio }
 County of _____ } SS

 Date

On this _____ day of _____, 2001, before me personally appeared Chang Gao, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

 Notary Public

ASSIGNMENT

Inventor or Inventors:		
James Neil Pryor	Linda Lee Crump	

In consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, the undersigned person(s) named above, herein referred to as UNDERSIGNED, hereby agree(s) as follows:

1) UNDERSIGNED hereby assign(s) to W. R. Grace & Co.-Conn., a corporation organized and existing under the laws of the State of Connecticut, its successors and assigns, herein referred to collectively as ASSIGNEE, the entire right, title and interest, for the United States and all foreign countries, in and to UNDERSIGNED's invention or improvement and to all patent applications and patents covering same, which is described in a patent application entitled:

Silica Adsorbent on Magnetic Substrate;

said application having been executed on the day of , 19 ; and being further identified as U.S. Serial No. 08/786,600, filed in the United States Patent and Trademark Office on **January 21, 1997**; and all rights of priority created by said application under provisions of international conventions or treaties.

2) UNDERSIGNED agree(s) upon the request of ASSIGNEE to execute any and all applications for, and documents relating to, obtaining patents and the prosecution thereof for said invention or improvement, and any continuations of such applications or substitutes therefor or registrations thereof, and any specific separate assignments of any of the above required for recording in the United States Patent and Trademark Office, and any foreign patent office that ASSIGNEE may deem necessary or expedient.

3) UNDERSIGNED agree(s) that in the event of any application based on said assigned invention or improvement, or patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in priority of invention proceedings, UNDERSIGNED will cooperate with ASSIGNEE to the best of the ability of UNDERSIGNED in the matter of preparing and executing all documents and giving and producing evidence in support thereof.

4) UNDERSIGNED agree(s) to perform, upon ASSIGNEE's request, any and all affirmative acts to obtain United States and foreign patents covering said invention or improvement and to vest all rights therein hereby conveyed to ASSIGNEE, as fully and as entirely as the same would have been held and enjoyed by UNDERSIGNED if this assignment and sale had not been made.

5) UNDERSIGNED hereby authorize(s) ASSIGNEE's attorney to insert at paragraph 1, in this instrument, the date(s) on which UNDERSIGNED executed the Declaration for the above-referenced patent application, as well as the filing date and application number thereof when known.

ASSIGNMENT

Attorney Docket No. W9305-01

IN WITNESS WHEREOF, this assignment has been executed by UNDERSIGNED on the date opposite UNDERSIGNED's NAME.

July 21, 1999 James Neil Pryor (LS) James A. Wall
Date Inventor Witness
James Neil Pryor

Aug 4, 1999 Linda Lee Crump (LS) Salvatore J. Fois
Date Inventor Witness
Linda Lee Crump

Date Inventor (LS) Witness

Date Inventor (LS) Witness

Date Inventor (LS) Witness

Date Inventor (LS) Witness

Date Inventor (LS) Witness

Date Inventor (LS) Witness

Date Inventor (LS) Witness

Date Inventor (LS) Witness